

EXHIBIT 6

Memorandum of Understanding to the Agreement by and between
the City of Kirkland and
International Association of Firefighters Local No. 2545

Rehire of Unvaccinated Firefighters

December 23, 2021

This Memorandum of Understanding ("MOU") is between the City of Kirkland, Washington ("Employer") and the International Association of Firefighters Local No. 2545 ("Union"). It is supplemental to the Collective Bargaining Agreement ("CBA") between the Employer and Union.

1. This MOU is a modification of the parties' prior MOU dated October 28, 2021, regarding Religious Accommodations for Exemption from COVID-19 Vaccination. This MOU establishes the process for rehiring those employees requesting exemption accommodations based on a sincerely held religious belief ("Employees") who will not be provided an employment accommodation beyond December 31, 2021.
2. For a period of two years following separation ("Resignation Period"), the City will guarantee (provided there is Civil Service Commission concurrence, consistent with the Civil Service Rules, if required) Employees reinstatement to the position from which they separated or to a vacant position in the same or comparable class under the terms described herein, if one of the following occurs:
 - a. There is no longer any federal, state, and/or local requirement that the employee be fully vaccinated against COVID-19. In the event of a change in such requirements, the City will provide notice and request that Employees contact a designated individual to coordinate reinstatement.
 - b. The Employee is fully vaccinated (under the criteria for being fully vaccinated in place at the time of reinstatement) and provides proof thereof. In this event, the Employee will contact the Employer's Human Resources Department within seventy-two (72) hours of receiving the first vaccination dose to coordinate reinstatement, which may include re-entry periods to accommodate retraining and logistical issues.
3. The following provisions apply to the Resignation Period:
 - a. During the resignation period, Employees shall keep the Employer notified of the address, telephone number, and hours at which he/she can be contacted. Prior to attempting to contact an Employee regarding reinstatement, the Employer will notify the Union.
 - b. Employees will have their seniority, longevity, and associated accruals frozen as of the end of the pay cycle for the date they separate.

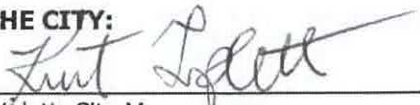
- c. Employees on probation on the date of separation will have their probationary period frozen as of the date they separate. Probationary Employees who are subsequently reinstated will resume their probationary period and complete the remainder of probation. Regular status Employees will not have any probationary period upon reinstatement.
 - d. Employees may elect to continue medical benefit or dental coverage pursuant to COBRA. Upon reinstatement, a Reinstated Employee's benefits coverage will be reinstated effective the first day of the calendar month immediately following the date the Employee satisfies the plan eligibility requirements. Reinstatement of other insurance, such as life and disability insurance, shall be in accordance with the criteria established in the carrier's insurance certificate.
 - e. Employees will be eligible to cash out leave balances (vacation, consistent with the CBA. Reinstated Employees will be provided a sick leave bank equivalent to their sick leave balance upon separation.
 - f. Employees will not accrue pension credits.
 - g. Employees will not earn MEBT vesting credits or employer contributions as they are only earned while the employee is making contributions. Any active MEBT loans will follow the loan terms as stated in the MEBT loan documentation signed by the Employee at the time of the loan.
 - h. Prior to reinstatement, Employees will be required to successfully pass the Employer's entry-level medical physical exam, background check for entry-level firefighters, and annual physical fitness assessment (under the standards current at the time of reinstatement).
 - i. Reinstated Employees will return to the classification they were in prior to separation. Reinstated employees may not necessarily return to their previous duty assignment.
 - j. Reinstated Employees will be provided all normal seniority-based rights upon reinstatement. For purposes of seniority, all continuous service time immediately preceding the separation will be considered.
 - k. Reinstated employees will not retain the station bid selection they have at the time of separation, but they will be provided all normal station bid rights upon reinstatement, consistent with subsection (j) above.
 - l. Except as specified in this Agreement, all other contract and employment terms end on the date of separation.
4. Currently, the Civil Service Rules provide that, within one year, an employee who has resigned may be reinstated with the approval of the appointing authority and with

concurrence of the Commission. To the extent necessary, City management will coordinate with the Civil Service Commission for an exception to this rule for purposes of this MOU.

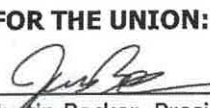
5. The Parties agree that because this MOU pertains to individuals who will not be employees represented by the Union, this MOU is subject to the CBA's grievance procedure, in Article 10, only to the extent the grievance is brought on behalf of the Union itself rather than on behalf of employees it represents.
6. This MOU is written exclusively for the purpose of addressing this specific issue and for purposes of documenting the Parties' understanding. The parties agree that documenting accommodation options, providing alternatives to employment accommodations in this manner and in this instance, and the agreement herein does not create any agreed or past practice. This MOU, this rehire option, and the accommodations are not precedent setting in any way and cannot be introduced in any subsequent proceeding for any purpose.
7. This MOU may be executed in counterparts and, once signed by all parties, shall be binding upon the parties. Transmission of this MOU by facsimile machine or email showing the original signature of a party shall be considered an original signature and shall be binding upon the signatory party.
8. This MOU is effective immediately upon signature by all representatives and the parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signature of the applicable parties below.

Signed this 29th day of December, 2021.

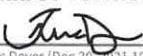
FOR THE CITY:


Kurt Triplett, City Manager
City of Kirkland

FOR THE UNION:


Justin Becker, President
IAFF Local #2545

Labor Relations Review/Approved:


Truc Dever (Dec 30, 2021 10:12 PST)
Truc Dever, Human Resources Director

Approved as to Form:


Darcey Eilers (Dec 30, 2021 12:28 PST)
Darcey Eilers, Assistant City Attorney

MOU IAFF Rehire-Final

Final Audit Report

2021-12-30

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Agreement completed.

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